

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION

Terri Falkenberg,)	
)	
Plaintiff)	
)	Case No.
v.)	
)	
Unum Life Insurance)	
Company of America,)	
)	
Defendant.)	
)	
Serve Defendant by)	
Service on:)	
Unum Life Insurance)	
Company of America)	
c/o Director of Insurance)	
301 W. High Street, Room 530)	
Jefferson City, MO 65101)	

COMPLAINT

COMES NOW the Plaintiff and for her complaint against defendant states:

COUNT 1

1. That the above-captioned Court has jurisdiction to review the denial by Defendant Unum Life Insurance Company of America of Plaintiff's claim for benefits under the terms of a disability insurance policy, issued by Unum Life Insurance Company of America to Plaintiff's employer, First State Bank and Trust, upon the bringing of a civil action, regardless of the amount in controversy or the citizenship of the parties pursuant to the Employees Retirement Income Security Act of 1974 (ERISA), as amended [29 U.S.C §1132(a)(f)].

2. That at all times herein mentioned, Plaintiff was and now is a resident of the County of Scott, State of Missouri.

3. That at all times herein mentioned, Defendant Unum Life Insurance Company of America is a foreign insurance company doing its ordinary business in the eastern district of Missouri and subject to service of process by service on the Director of the Department of Insurance, State of Missouri, in Jefferson City, Cole County, Missouri, and thus venue is proper in this district under 29 USC 1132 (e)(2).

4. That in consideration of the premiums provided therein, Defendant Unum Life Insurance Company of America has issued a policy of disability insurance designated by Defendant, policy number 32386, and that Plaintiff was entitled to, as a benefit of her employment, gross disability benefits in the amount of 66 2/3rds% of her monthly salary; after an elimination period of 180 days after Plaintiff met the definition of disability under the long term disability plan, said benefit to continue until Plaintiff reached the age of 65 on September 27, 2032.

5. That Plaintiff has been unable to work in her regular occupation as a banker at First State Bank and Trust since November 30, 2007, and has met the requirements of disability since that date and thus has been entitled to a gross monthly benefit of 2/3rds of her regular monthly salary. Said benefit beginning November 30, 2007, after the expiration of the 180 day elimination period.

6. That Plaintiff has been found to be totally disabled by the Social Security Administration.

7. That according to the terms of long term disability plan Defendant, Unum Life Insurance Company of America, was allowed to deduct from Plaintiff's gross monthly

long term disability benefit the amount of her Social Security disability benefit and that thus, the net monthly amount due from Defendant Unum Life Insurance Company of America to Plaintiff for long term disability is \$174.82 per month and continues through the Plaintiff's 65th birthday on September 27, 2032.

8. That Defendant Unum Life Insurance Company of America has determined Plaintiff has no longer meets the Plans definition of disability at any time after March 22, 2016, when her benefits were terminated.

9. That since November 30, 2007, as a result of medical impairments, Plaintiff has been totally disabled under the terms of the disability Plan issued by Unum Life Insurance Company of America to employer First State Bank and Trust in that she has been unable to perform the material duties of her occupation or any other work.

10. That Defendant has denied the Plaintiff's application for long term disability benefits in a conclusory manner and has not provided specific reasons for said denial as required by 29 USC 1133(1) and that Defendant's own experts retained by Defendant to evaluate Plaintiff's disability have concluded that Plaintiff is capable of performing sedentary work and thus Defendant has failed to provide a full and fair review of Plaintiff's claim as required by 29 USC 1133(2).

11. That Plaintiff has performed all of the conditions of the policy on her part and has exhausted her internal rights under ERISA 29 U.S.C. §1132 (a)(f) to appeal the denial of her claim for long term disability benefits and that Plaintiff has made demand on Defendant Unum Life Insurance Company of America for the payment of her benefits but that Defendant refuses to pay the same.

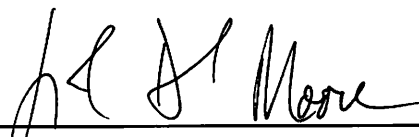
12. That said denial of disability insurance benefits by Defendant Unum Life Insurance Company of America constitutes a final decision from which Plaintiff's only recourse is the filing of her action in this Court.

13. That because of Plaintiff's continuing disability, Plaintiff has been entitled to receive from Defendant Unum Life Insurance Company of America the net amount of \$174.82 per month each month, through Plaintiff's 65th birthday on September 27, 2032, but that Defendant has refused to pay the same since March 22, 2016.

14. That Plaintiff is entitled to recover from Defendant the amount expended for attorney's fee and costs in the pursuit of this action under 29 USC §1132 (g)(1).

WHEREFORE, Plaintiff moves this Court to order Defendant Unum Life Insurance Company of America to award benefits under the terms of the policy designated above and to award plaintiff reasonable attorney's fees incurred in this action and that Defendant be ordered to pay all arrearages owing to Plaintiff under the long term disability insurance policy issued by said Defendant plus interest and that Defendant be ordered to pay the costs of this action.

Respectfully submitted,

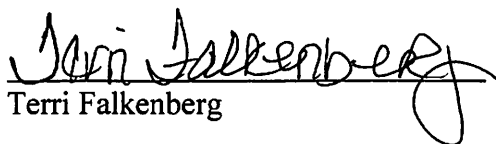
A handwritten signature in black ink, appearing to read "John David Moore", is written over a horizontal line.

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Attorney for Plaintiff

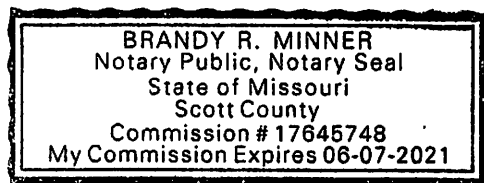
OATH

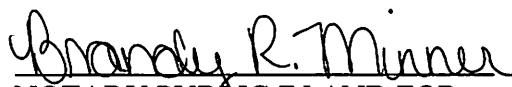
STATE OF MISSOURI)
) ss.
COUNTY OF SCOTT)

Terri Falkenberg, being of lawful age, being duly sworn on her Oath, states that the facts in her Complaint therein are true to the best of her knowledge and belief.


Terri Falkenberg

Subscribed affirmed before me this 3rd day of October, 2017.




NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE